



BellSouth Telecommunications, Inc.
333 Commerce Street, Suite 2101
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

REC'D TN
REGULATORY AUTH.

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Guy M. Hicks
General Counsel

OFFICE OF THE
May 2, 2002 EXECUTIVE SECRETARY
615 214 6301
Fax 615 214 7406

VIA HAND DELIVERY

Mr. David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

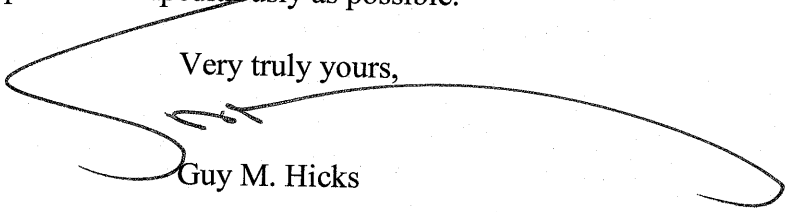
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Powertel, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 01-00975 *02-00512*

Dear Mr. Waddell:

Enclosed for filing are the original and thirteen copies of the Petition for Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Powertel, Inc. ("Powertel") Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996. The Amendment changes the name of the company to VoiceStream Wireless Corporation and changes the usage rates in the Agreement. The enclosed Amendment was negotiated by Powertel and BellSouth and is consistent with the standards for approval.

Powertel and BellSouth respectfully request that the Petition and Amendment be filed, reviewed and considered for approval as expeditiously as possible.

Very truly yours,


Guy M. Hicks

GMH/dt

Enclosure

cc: Jill F. Dorsey, Powertel, Inc.
Leah Cooper, BellSouth Telecommunications, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Powertel, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. 01-00975 *02-00512*

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND POWERTEL, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Powertel, Inc. ("Powertel") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement effective September 23, 2000 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Powertel and BellSouth state the following:

1. Powertel and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Powertel. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on January 23, 2002.
2. The parties have recently negotiated an Amendment to the Agreement which changes the name of the company to VoiceStream Wireless Corporation and changes the usage rates. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Powertel and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Powertel within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Powertel and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Powertel and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 31 day of May, 2002.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

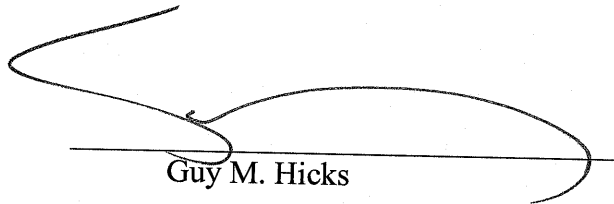
By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 31 day of May, 2002:

Ms. Jill F. Dorsey
General Counsel
Powertel, Inc.
1233 O.G. Skinner Drive
West Point, GA 31833



Guy M. Hicks

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN POWERTEL, INC. AND
BELL SOUTH TELECOMMUNICATIONS, INC.
EFFECTIVE SEPTEMBER 23, 2000**

This Agreement (the "**Amendment**") is made and entered into as of the 17th day of September, 2001 (the "**Effective Date**") by and among VoiceStream Wireless Corporation, a Delaware corporation ("**VoiceStream**") and its affiliates, including Powertel, Inc. ("**Powertel**"), set forth on Exhibit "A" hereto (collectively, the "**Affiliates**"), and BellSouth Telecommunications, Inc., a Georgia corporation ("**BellSouth**").

AGREEMENT

WHEREAS, Powertel and BellSouth desire to amend that certain Interconnection Agreement (the "**Interconnection Agreement**") between BellSouth and Powertel effective September 23, 2000, as amended by the Amendment to Interconnection Agreement dated March 16, 2001 (the "**First Amendment**") and by the Amendment to Interconnection Agreement dated April 30, 2001 (the "**Second Amendment**"), to set forth certain additional agreements of the parties thereto and to revise the rates under the Interconnection Agreement;

WHEREAS, Powertel is an affiliate of VoiceStream;

WHEREAS, Powertel desires to transfer and assign all of its right, title and interest in the Interconnection Agreement to VoiceStream and to add the Affiliates set forth on Exhibit A hereto as parties to the Agreement.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree to the following:

I. DEFINED TERMS. Terms used but not otherwise defined in the Amendment have the meanings ascribed to them in the Interconnection Agreement.

II. ASSIGNMENT. The parties hereto agree to and acknowledge the transfer and assignment by Powertel of all of its right, title and interest in the Interconnection Agreement to VoiceStream and to add the Affiliates as parties thereto, and BellSouth hereby acknowledges and ratifies its agreement to such transfer and assignment and addition of parties.

III. AMENDMENT OF THE INTERCONNECTION AGREEMENT.

3.1 Attachment B-1 of the Interconnection Agreement is hereby amended and restated in its entirety as set forth in Exhibit B hereto. All rates set forth on Exhibit B hereto are to be effective as of June 14, 2001.

IV. MISCELLANEOUS.

4.1 All other provisions of the Interconnection Agreement, effective September 23, 2000, as amended by the First Amendment and the Second Amendment, shall remain in full force and effect.

4.2 All or each of the parties is authorized to submit this Amendment to the appropriate state Commissions for approval subject to section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996.

4.3 The Interconnection Agreement, as amended by the First Amendment and the Second Amendment and as hereby amended, contains the entire understanding of the parties and there are no further agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof or thereof unless expressly referred to herein and, to the extent such agreements exist, they are hereby terminated and shall be of no further effect as of the date hereof.

4.4 VoiceStream hereby represents that it has full power and authority to bind each of its Affiliates under the terms of this Amendment and the Interconnection Agreement, as amended.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused to be executed and delivered this Amendment by their duly authorized officers as of the date first above written.

VOICESTREAM WIRELESS CORPORATION,
on behalf of itself and its Affiliates listed on
Exhibit "A" hereto

By: 

Name: _____

David A. Miller

Title: _____

Vice President, Legal Affairs

Date: _____

10/24/01

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Name: _____

Randy J. Ham

Title: _____

Director - Wireless Interconnection

Date: _____

10/30/01

SCHEDULE A

AFFILIATES

VoiceStream GSM I Operating Company, LLC
VoiceStream GSM II Holdings, LLC
VoiceStream Houston, Inc. fka Aerial Houston, Inc.
VoiceStream PCS BTA I Corporation
Cook Inlet/VS GSM IV PCS, LLC
Powertel/Birmingham, Inc.
Powertel/Memphis, Inc.
Powertel/Kentucky, Inc.
Powertel/Atlanta, Inc.
Powertel, Inc.
VoiceStream Tampa/Orlando, Inc. fka Aerial Tampa/Orlando, Inc.
Aerial, Inc.
Omnipoint Holdings, Inc.
Powertel/Jacksonville, Inc.

SCHEDULE B

ATTACHMENT B-1

CMRS Local Interconnection Rates
(All rates are Per Minute of Use)

Effective Date through December 14, 2001

All BellSouth States

Type 1 (End Office Switched)	\$.0015
Type 2A (Tandem Switched)	\$.0015
Type 2B Dedicated End Office)	\$.0015

December 15, 2001 through June 14, 2003

Type 1 (End Office Switched)	\$.0010
Type 2A (Tandem Switched)	\$.0010
Type 2B Dedicated End Office)	\$.0010

June 15, 2003 through June 14, 2004

(If such dates are applicable during the term of this Agreement)

Type 1 (End Office Switched)	\$.0007
Type 2A (Tandem Switched)	\$.0007
Type 2B Dedicated End Office)	\$.0007

Attachment B-1

Type 1, Type 2A, & 2B Mobile To Land Trunk Usage (All Rates are Per Voice Grade Trunk)

Mobile originated IntraMTA traffic over BellSouth CMRS Type 1, Type 2A, and CMRS Type 2B trunks, which terminate at Company Tandems (Local or Access) and/or Company End Offices, without recording capability, may be billed in either of two ways. CMRS providers may choose to either be billed a surrogate usage rate, on a per voice grade trunk basis, for mobile originated traffic completed over one-way outward or two way trunks or may choose to provide traffic data in a company prescribed format to be used for billing purposes. CMRS provided traffic data will be billed at the rates prescribe above in this attachment. If the CMRS chooses to provide traffic data, then the detail level provided must be in accordance with Company requirements. Traffic data must be provided no more that 30 days in arrears from the close of the normal billing cycle. If the traffic data is not received in the Company prescribed format in the specified time period, the surrogate usage rate will be applied. Surrogate Usage for IntraMTA mobile originated traffic, which terminates in BST's local service area, shall be billed at a per voice grade trunk level rate as follows:

	<u>Type 1</u>	<u>TYPE 2A</u>	<u>Type 2B</u>
All BellSouth States			
Effective Date thru December 14, 2001	\$19.50	\$19.50	\$19.50
December 15, 2001 Thru June 14, 2003	\$13.00	\$13.00	\$13.00
June 15, 2003 Thru June 14, 2004 (If such dates are applicable during the term of this Agreement)	\$9.10	\$9.10	\$9.10